

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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RBFC ONE, LLC,

Plaintiff,

02 Civ. 3231 (DFE)

- against -

OPINION AND ORDER

ZEEKS, INC. d/b/a \*NSYNC,  
JUSTIN RANDALL TIMBERLAKE,  
CHRISTOPHER ALAN KIRKPATRICK,  
JAMES LANCE BASS,  
JOSEPH ANTHONY FATONE, JR.,  
JOSHUA SCOTT CHASEZ, et al.,

Defendants.

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DOUGLAS F. EATON, United States Magistrate Judge.

On April 26, 2005, I granted summary judgment dismissing Plaintiff's remaining claims. *RBFC One, LLC v. Zeeks, Inc.*, 367 F.Supp.2d 604 (S.D.N.Y. 2005). In an opinion signed August 31, 2005 and filed the next day, I enforced the contract's provision that "the prevailing party shall be entitled to receive its costs and reasonable attorneys' fees"; I ordered Plaintiff to pay the corporate defendant Zeeks, Inc. \$476,393.00 in attorneys' fees and \$103,367.88 in costs. 2005 WL 2105541. Zeeks, Inc. submitted a proposed supplemental judgment, and I signed it on September 27, 2005.

Plaintiff posted a \$5,000 bond and appealed to the Second Circuit, which affirmed the judgment in a summary order, 2006 WL 759807 (2d Cir. Mar. 23, 2006.) On June 9, 2006, the Second Circuit granted Zeeks, Inc.'s motion for "judgment in the amount of \$51,882.30 for fees, costs and expenses on appeal."

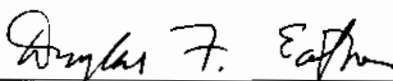
On July 7, 2006, Zeeks, Inc. served and filed a notice of motion, a declaration with exhibits, and a memorandum of law. (Docket Items #97, #98, #99.) As of the August 2 return date, Plaintiff has filed no opposing papers. I hereby grant the motion.

I direct the Clerk to pay over to Zeeks, Inc. the security deposited by Plaintiff for the payment of costs on appeal. I expect this security to be in the amount of \$5,000.00, which shall be credited against the appeal costs of \$51,882.30.

I am entering an Amended Supplemental Judgment (copy enclosed) to accomplish three purposes. **First.** The September 27, 2005 Supplemental Judgment erroneously said that the recovery was against "the plaintiff RBFC, Inc.," even though the caption correctly named the plaintiff as RBFC One, LLC. Pursuant to Rule 60(a), F.R.Civ.P., I correct that clerical error and I specify that the judgment debtor is Plaintiff RBFC One, LLC. **Second.** Plaintiff has paid no part of the \$579,760.88 judgment. Pursuant to 28 U.S.C. §1961, I allow interest on that amount from the date of the entry of that judgment (September 27, 2005), at an interest rate equal to the weekly average 1-year constant maturity Treasury yield, as published by the Board of Governors of the Federal Reserve System, for the calendar week preceding September 27, 2005. That rate is 3.88% per year. Hence I allow interest of \$61.63 per day from September 27, 2005 through August 3, 2006, for total interest of \$19,105.30 (\$61.63 times 310 days). **Third.** I enforce the Second Circuit's order concerning costs and fees of \$51,882.30. Giving credit for the \$5,000 bond, I add \$46,882.30 in the Amended Supplemental Judgment.

In short, the Amended Supplemental Judgment awards:

\$579,760.88	the unpaid 9/27/05 Supplemental Judgment
19,105.30	interest from 9/27/05 through 8/3/06
<u>46,882.30</u>	to enforce the 6/9/06 Second Circuit order
\$645,748.48	TOTAL

  
DOUGLAS F. EATON  
United States Magistrate Judge

Dated: New York, New York  
August 3, 2006

Copies of this Opinion and Order (and of the Amended Supplemental Judgment) will be mailed and faxed to:

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